

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

STANDARD FIRE INSURANCE COMPANY,
Plaintiff

VS.

DOCKET NO. 04-12244 GAO

CROSBY YACHT YARD, INC. and
OYSTER HARBORS MARINE, INC.,
Defendants

**CROSSCLAIM OF THE DEFENDANT, OYSTER HARBORS MARINE, INC., TO THE
CO-DEFENDANT, CROSBY YACHT YARD, INC., AND DEMAND FOR JURY TRIAL**

COUNT I – CONTRIBUTION

1. If the plaintiffs were damaged as alleged, then said damage was due to the acts and/or omissions of Crosby Yacht Yard, Inc.

WHEREFORE, Oyster Harbors Marine, Inc. seeks contribution from any damage that is judged in favor of the plaintiffs and as against Oyster Harbors Marine, Inc. from the defendant in crossclaim, Crosby Yacht Yard, Inc.

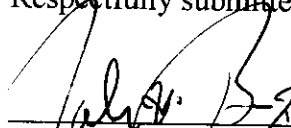
COUNT II – INDEMNIFICATION

2. If the plaintiffs were damaged as alleged, then the damage was as a result of the negligence and/or acts and/or omissions of Crosby Yacht Yard, Inc.
3. The negligence, act and/or omission of Crosby Yacht Yard, Inc. was active.

WHEREFORE, the plaintiff in crossclaim, Oyster Harbors Marine, Inc., is entitled to indemnification from Crosby Yacht Yard, Inc. for any and all sums that are adjudged in favor of the plaintiffs and as against Oyster Harbors Marine, Inc.

THE DEFENDANT, OYSTER HARBORS MARINE, INC., DEMANDS A TRIAL BY JURY OF ALL ISSUES HEREIN.

Respectfully submitted,



John H. Bruno II, Esquire
B.B.O. No. 542098
Masi & Bruno
124 Long Pond Road
Unit 11
Plymouth, MA 02360
(508)747-5277

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney(s) of record for each other party by mail / hand-on

3/11/05
X [Signature]